AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 46

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
PR-R5-02-10006/0001	01/15/03	PR-R5-02-10006	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than item 6) CODE
U.S. Environmental Protection Agency - Region 5 Acquisition Section, MCC-10J 77 West Jackson Boulevard Chicago, IL 60604	Not Applicable

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
To All Offerors/Bidders		PR-R5-02-10006
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
	(✓)	10B. DATED (SEE ITEM 13)
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	c. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

All changes to the solicitation are designated by strikeouts or highlights.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		ROBERT J. DUMELLE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. Block 9 of SF 33, Solicitation, Offer, and Award, is hereby modified to change the date for receipt of offers from 01/31/03 to 02/11/03.

2. The clause incorporated by reference listed in Section L.1 entitled, "EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)" is deleted and incorporated in full text. The text is as follows:

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

3. The text of Clause L.16, entitled "INSTRUCTIONS FOR PREPARATION OF PROPOSALS", is hereby modified. The text is as follows:

The offeror must submit:

- Volume I - Pricing Proposal,
- Volume II - Business Proposal - Plans,
- Volume III - Business Proposal - Technical,
- Volume IV - Other Written Information, and
- Volume V - Oral Presentation Information

prior to the date listed in block 9 of the (SF) 33. The Government encourages the offeror to contact the Contract Specialist, **(IN WRITING ONLY)** By: facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

(a) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition.

(b) The Government will consider any exception to any term or condition of the RFP to be a deficiency, as defined in FAR 15.301, Definitions. If an offeror plans on taking an exception to a term or condition of the RFP, the offeror should consult with the Contracting Officer prior to submitting an offer.

(c) Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors after establishment of the competitive range as prescribed in FAR 15.306(d). The Government, if necessary, may permit offerors to revise their offers as prescribed in FAR 15.307, Proposal revisions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206, Amending the solicitation.

(d) An offeror may eliminate any deficiency in its offer only through communications, as defined in FAR 15.306, Exchanges with offerors after receipt of proposals. The extent of such communications are explained in FAR 15.306(b)(1), (2), (3), and (4). However, the Government intends to award a contract without discussions, as authorized by FAR 15.306(a)(3).

The offeror must submit the following in writing to the Contracting Officer prior to the date listed in block 9 of the SF 33.

(e) ***Volume I*- Pricing Proposal.**

(1) The offeror must submit a pricing proposal. The government will evaluate the price proposal as part of the government's price analysis. The offeror must submit an original and five (5) copies of the following

information in three-ring binders which are identified by the solicitation number and the words ***"VOLUME I - PRICING PROPOSAL."*** Submission of **"VOLUME I - PRICING PROPOSAL"**, will constitute the offeror's promise to comply with the terms and conditions of the RFP at the proposed prices.

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Sections B through I, the offeror's proposed prices inserted in the appropriate blank spaces, and complete contractor-required fill-ins of applicable clauses;

(c) Cost or Pricing Data or Information Other than Cost or Pricing Data which supports the offeror's proposed material handling charge or indirect rate (percentage), in accordance with the contractor's accounting system;

(d) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(e) Copies of Collective Bargaining Agreements, if applicable;

(f) A copy of the company's existing written payroll policy; and

(g) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation.

(h) A copy of its accounting policy with respect to the accounting for equipment items.

(f) ***Volume II*** **- Business Proposal - Plans**

(1) The offeror shall submit a Business Proposal - Plans. The government will evaluate the items in paragraphs (a) through (f) as acceptable or unacceptable. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words ***"VOLUME II - BUSINESS PROPOSAL - PLANS":***

(a) Confidential Business Information (CBI) Plan (reference Section L clause, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION);

(b) Conflict of Interest Plan (reference Section L clause, MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS;

(c) Health and Safety Plan (reference Section L clause, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS;

(d) Professional Employee Compensation Plan (reference the Section L provision entitled, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES;

(e) Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Business Concerns (reference the Section L

provision entitled, SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS;

(f) Quality Management Plan and Quality Assurance Project Plan (reference Attachments 2A, EPA Requirements for Quality Management Plans (EPA QA/R-2), 2B, EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5), and 2C, Guidance on Quality Assurance Project Plans (QA/G5).

(g) ***Volume III*** **- Business Proposal - Technical**

(1) The offeror shall submit a Business Proposal - Technical. The government will evaluate the items in paragraphs (a) through (f) in accordance with the Section M Provision entitled EVALUATION FACTORS FOR AWARD. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words ***"VOLUME III - BUSINESS PROPOSAL - TECHNICAL":***

(a) The offeror shall submit past performance information in accordance with the Section L provision entitled PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75). The offeror shall complete the top portion of the Past Performance Questionnaire (**Attachment 8**) for each reference and include it as part of this submission**, or the offeror may provide a list of references with current Point of Contract's; Phone Number, e-mail addressee and fax number, a minimum of 20 references will be acceptable.**

The EPA is requesting offerors to submit Past Performance Questionnaires and Client Authorization letters 2 weeks before the RFP Closing date, (however this information is not due until the RFP Closing date). This will enable the EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late.

(b) Resumes and Letters of Intent for Key Personnel. The offeror shall submit Resumes and Letters of Intent for Key Personnel as required by clause H.24, Key Personnel. The resumes and commitment letters for key personnel, shall contain the following information: proposed job title; academic qualifications and dates thereof; complete experience record showing employer, title, and specific duties performed, responsibilities, and assignments by years, beginning with the present and work backwards; and the experience the individual had in performing tasks for which he/she is being proposed. Resumes shall not exceed five (5) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include percentage of time available, date available to start work under this contract, and any contingencies.

(c) Small Disadvantaged Business Participation. The offeror shall submit the information in accordance with the Section L provision entitled SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM.

(h) ***Volume IV*** **- Other Written Information.**

(1) The offeror shall submit Other Written Information. The offeror

shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words ***"VOLUME IV - OTHER WRITTEN INFORMATION.*** This information will not constitute part of an offer and will not become part of any contract resulting from this RFP, unless the Government and offeror agree to make it a part of an offer.

(a) Financial Information. The offeror shall submit a current financial statement in accordance with the Section L Clause entitled "General Financial and Organizational Information" for the prime contractor and team subcontractors.

(b) Divisions/Subsidiaries/Parent/Affiliated Companies. The offeror shall submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under any resultant contract. In addition, the offeror shall provide its intercompany pricing policy. This information shall be submitted for the prime contractor only.

(c) Letters of Intent for Prospective Team Subcontractor(s). The offeror shall submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards shall be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation.

(d) Client Authorization Letters. The offeror shall submit ONE copy of each Client Authorization Letter **(Attachment 7)**. These copies shall be included in the binder containing the originals of the information requested above.

(i) *Volume V* - Oral Presentation Information

Offerors must submit their oral presentation transparencies or PowerPoint presentation slides on cd (See L Provision titled, Oral Presentations, for more information about the required oral presentations) and six (6) sets of paper copies in three-ring binders to the Government with their offers. Double-sided copies of the transparencies or PowerPoint slides must be provided. Offerors may not change their presentation transparencies or PowerPoint presentation slides after this submission. The Government will furnish the transparencies or the PowerPoint slide cd to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

4. The text of Clause L.17, entitled "ORAL PRESENTATIONS", is hereby modified. The text is as follows:

Once the Government receives the information in Section L provision, Instructions for Preparation of Proposals, the government may schedule every offeror to:

Make an oral presentation consisting of an introduction, responses to scenarios, a pop quiz (Not-To-Exceed 6 questions), ~~question and answer session~~, and if necessary, clarifications.

The offeror will make their presentation to the government evaluation team.

(1) The sole purpose of the oral presentation is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(2) Oral presentations are not part of the offer and are not themselves offers. The Government will conduct oral presentations in accordance with FAR 15.102, Oral presentations. Oral presentations will constitute as communications as defined by FAR 15.306(b) and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during oral presentations will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make them a part of an offer. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations.

(3) Ground Rules.

(a) Timing. Oral presentations will commence two (2) weeks after closing date of for Receipt of Proposals. The Contracting Officer will notify offerors of the scheduled date, time and location of their presentation within one (1) week of receipt of offers.

(b) Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

(c) Presentation Attendees. An offeror shall send no more than six (6) persons to the presentation. This number shall include no more than two (2), nonpresenting company officials. The presentation **MUST** be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Program Manager (Point of Contact), who will have full time operational responsibility for contract performance, must be present to answer questions directed to the individual during the pop quiz, ~~question and answer session~~, and clarifications.

(4) Topics.

(a) Introduction. The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services. **The time limit for the introduction is 15 minutes.**

(b) Scenarios. **The time limit for presenting the two scenarios is two (2) hours.**

(1) Scenarios 1 and 2 are representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall orally present a comprehensive work plan appropriate to each scenario. The offeror shall provide a comprehensive presentation of each element of the work plan orally. It is assumed, unless otherwise stated, that the Superfund Technical Assessment and Response Team

(START) contractor has assisted the FOSC with investigations, extent-of-contamination sampling and analysis, and initial site planning. The work plans shall include:

(A) Any assumptions or inferences made;

(B) The approach to both the short-term and long-term responses, including a description of the technical methods, analytical needs, and stabilization, treatment and/or disposal approach. A short-term response is defined as including those activities required to mitigate the immediate off-site migration of containment and to take all necessary actions to protect the public health and the environment. A long-term response is defined as the activities required to achieve the final objectives of the task order.

(C) The types and amounts of labor, equipment, materials, sampling and analytical plans including data validation required to implement your approach;

(D) A site safety plan, including decontamination procedures and emergency procedures;

(E) The subcontracting needs and procedures to solicit and award subcontracts;

(F) The cost control procedures for the scenario being presented;

(G) The immediate and ongoing methods of communication with the FOSC about approaches and progress;

(H) Your pertinent past performance as it relates to the scenario being presented;

(I) In addition, <u>for Scenario 1 only</u>, the offeror shall present a site-specific Quality Assurance Project Plan (QAPP), per EPA Requirements for QA Project Plans (EPA QA/R-5). The plan shall address Quality Assurance (QA) program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks and frequency documentation, and other factors that may affect the known quality of environmental data.

(2) Scenario 1 -

Train Derailment and Groundwater Contamination (Part 1 - Train Derailment)

U.S. EPA and START respond to a train derailment just outside a subdivision within a mile or two of a local community. It is early winter with not much snow although it's cold. The area immediately adjacent to the tracks at the derailment site consists of wooded wetlands, open fields, and several ditches. The cause of the derailment has not been determined. At least six railcars have derailed. Diesel fuel from the locomotive engine (5,000 gallon capacity) has spilled out into the wooded wetland area. In addition, a tank car carrying vinyl chloride (20,000 gallon capacity) has ruptured and the contents

are leaking into the nearby fields and ditches. A LPG railcar has also derailed and appears to be severely damaged. The other three derailed cars are reported to contain nonhazardous materials.

The railroad has indicated to the U.S. EPA that their corporate emergency response team was deployed to a larger derailment in another area of the country the evening prior to this derailment. Without the availability of the corporate response team, the railroad is attempting to respond to the current derailment with various subcontractors. While the subcontractors have been able to begin installing an access road to the scene of the derailment, no significant attempts have been made to mitigate the releases to the environment. Attempts to contact the chemical manufacturers for assistance have been futile. U.S. EPA immediately mobilizes ERRS.

ERRS arrives on-site approximately 5 hours after the derailment. U.S. EPA tasks ERRS to address the recovery of the diesel fuel and the vinyl chloride. U.S. EPA also tasks ERRS to further evaluate the status of the LPG railcar. The railroad has mobilized contractors to right the railcars and reopen the tracks as soon as possible.

Train Derailment and Groundwater Contamination (Part 2 - Groundwater Contamination)

Six months have passed since the train derailment. Mr. Bret Favre, a Geology professor at the local community college, is deciding whether or not to purchase a home in the subdivision adjacent to the train derailment site. There are several hundred homes in the subdivision, and all are on private wells. News accounts of the train derailment have explained the successful remediation and recovery of most of the spilled vinyl chloride. However, Mr. Farve requests that the seller provide him with a volatile organic compound analysis of the well water as a precaution. The analytical indicated vinyl chloride in the well water at 10 parts per billion (ppb). The U.S. EPA Regional Groundwater Expert OSC has START resample the well the next day. The vinyl chloride detection in the well was confirmed via commercial analysis 48 hours later.

Since START funds were unavailable and the magnitude of the plume was unknown, U.S. EPA tasked the ERRS contractor to delineate the magnitude of the plume via residential well sampling, provide analytical services, and procure an appropriate alternate water supply and/or treatment option.

While the ERRS contractor was delineating the contamination plume, U.S. EPA contacted the railroad requesting their involvement in the project. The railroad claimed their liability only extended to the locomotives and the rail line. U.S. EPA also contacted the chemical company who manufactured the vinyl chloride involved in the derailment. Upon the advice of legal counsel, the chemical company declined to participate in the project at this time due to insurance considerations.

The results of the ERRS sampling effort indicated a widespread plume of vinyl chloride contamination ranging from the site of the train wreck to the furthest street in the subdivision. Vinyl chloride concentrations ranged from not detected to 50 ppb vinyl chloride in the residential wells. As the results were being evaluated, U.S. EPA determined that the alternate water supply and/or treatment previously supplied by ERRS was only a short-term solution. U.S. EPA tasked the ERRS contractor to investigate and suggest

other permanent water supplies.

(3) Scenario 2 -

Chicago Anthrax

At 0630 on a Saturday morning, the ERRS contractor is issued a Task Order to respond to the scene of a hazardous materials incident in downtown Chicago. The weather is clear with temperatures between 30 to 40 F. When the Task Order is issued by EPA the contractor is provided with the following information and direction:

1. There are two suspected hot zones on scene, one at a hospital and one at a train station;
2. There are victims who are showing flu-like symptoms;
3. Local first responders, law enforcement, and EPA have been on scene collecting information for 12-24 hours;
4. Preliminary analytical data indicate the presence of *bacillus anthracis* spores at both hot zone locations.

When the ERRS Response Manager and cleanup crew arrive on scene, the EPA OSC provides them with the following information and work tasks:

1. Prepare and implement a site HASP;
2. Isolate contaminated areas;
3. Perform source reduction (hot spot cleanup) of contamination in the hospital emergency room;
4. Decontaminate the hospital emergency room to acceptable cleanup level;
5. Transport and dispose of wastes to an approved off-site facility.

Explain in detail how the previous five tasks would be performed.

(c) Pop Quiz. **The time limit for the pop quiz is thirty (30) minutes.** The offeror shall be prepared to respond to Not-To-Exceed six (6) questions based on the information presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

~~(d) Question and Answer Session. **The time limit for the question and answer session is fifteen (15) minutes.** The offeror shall be prepared to respond to questions based on the information presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions~~.

(d) Clarifications. **The time limit for clarifications, if required, is fifteen (15) minutes.** The government may require clarifications to: enhance the Government's understanding of a presentation; allow reasonable interpretation of the presentation; facilitate the Government's evaluation process; provide the offeror an opportunity to clarify the relevance of its corporate experience; or provide the offeror an opportunity to respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

The government will not use clarifications to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal or other wise revise the proposal.

(e) **Conclusion. The time limit for this portion of the presentation is 15 minutes.** The offeror shall summarize the main points of its presentation and state why the Government should select the Contractor for contract award.

(5) **Presentation Time Limits.**

The presentation time limits are as follows:

Introduction:	15 minutes
Scenarios:	2 hours
Break:	15 minutes
Pop Quiz:	40 minutes
Break:	30 minutes
~~Question and Answer Session~~:	~~15 minutes~~
Clarifications, if required:	20 minutes
Conclusion:	15 minutes

The total amount of presentation time will be limited to 3 hours and 30 minutes. The Contracting Officer will strictly enforce this time limit. The Contracting Officer will be responsible for tracking the time and will notify the speaker when five minutes are remaining. The government will not evaluate any information provided beyond the specified time limits. A schedule for the oral presentation will be provided to offerors at the time their presentation is scheduled by the Contracting Officer.

(6) Presentation Media.

(a) Offers shall use 8 and ½ inch by 11 inch overhead transparencies (A PowerPoint presentation is acceptable also) to provide visual support for their presentations. Full size copies of each transparency (one slide per 8 and ½ by 11 inch page) shall be presented. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer. Offerors shall mark transparencies in accordance with FAR 52.215-1, Instructions to Offers - Competitive Acquisition, Subparagraph (e), as appropriate.

(b) The text must conform to the following specifications:

(1) Font: Times New Roman;

(2) Size of heading font: 44 points;

(3) Size of main text line font: 32 points;

(4) Size of sub text line font: 28 points; and

(5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies, information such as organizational charts, forms, spreadsheets, forms, maps, and sketches. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is a 100 page limitation on the number of transparencies or PowerPoint slides that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of transparencies in excess of the 100 page limitation will not be read nor evaluated.

(e) Presentation Media. For the "Pop Quiz", the offeror may use offeror furnished overhead transparencies or flip chart/board. No computers will be allowed.

(7) Video and Audio Taping. The Government will video and audio tape the presentations and the tapes may be disseminated to authorized personnel within EPA only. The Government will provide the offeror with a video and audio tape copy of its own presentation, if requested, after contract award.

5. The text of clause M.3, entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)", is hereby modified. The text is as follows:

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. However, the Government reserves the right to make award decisions based on cost or price where the Contracting Officer deems that two (2) or more offers are essentially equal in all other evaluation factors other than cost or price.

(b) Technical Evaluation Criteria: The following technical evaluation criteria will be used to evaluate the oral presentations (responses to scenarios, pop quiz, ~~question and answer session~~, and clarifications, if necessary), past performance, key personnel resumes and small disadvantaged business participation.

TECHNICAL EVALUATION SUMMARY

	CATEGORY	POINTS
(1)	SCENARIOS	50

The offeror's presentation in the following areas will be considered in

this evaluation: a) Scenario 1, Train Derailment and Groundwater Contamination and Scenario 2, Chicago Anthrax, b) Pop Quiz, ~~c) Question and Answer Session~~ and c) Clarifications, if necessary. The information required by the Section L Clause entitled, INSTRUCTIONS FOR PREPARATION OF PROPOSALS, will be the basis for this evaluation. This information will be evaluated to determine the offeror's understanding of the work and ability to perform the contract. All sub-elements carry equal weight.

(2) PAST PERFORMANCE 40

The offeror will be evaluated on past performance information obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will utilize the Past Performance Questionnaire (Attachment 8) in developing the past performance information. The Government will evaluate the following criteria: quality of product or service; timeliness of performance; effectiveness of management (including subcontractors); initiative in meeting requirements; response to technical direction; responsiveness to performance problems; compliance with cost estimates; customer satisfaction; and overall performance. All sub-elements carry equal weight.

(3) KEY PERSONNEL RESUMES 5

The offeror will be evaluated on the qualification and experience levels of the personnel being proposed as key personnel in accordance with the Statement of Work.

(4) SMALL DISADVANTAGED BUSINESS PARTICIPATION 5

The offer will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract.

(c) The scenarios, key personnel resumes and small disadvantaged business participation be evaluated in accordance with the scoring plan described in EPAAR 1515.608(a)(1). Past Performance will be evaluated according to the following scoring plan:

SCORING PLAN

Value	Descriptive Statement
1	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well-founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found civilly liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

2 Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or state that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of very good performance. The offeror may have been indicted, pled guilty, or may have been found guilty in matters of criminal conduct, but the issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct.

3 No record exists, or sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.

4 Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well-founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

5 A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded. The offeror has no record of criminal conduct, fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

6. The text of Attachment 1, entitled "STATEMENT OF WORK", is hereby modified. The text is as follows:

ATTACHMENT 1

STATEMENT OF WORK

United States Environmental Protection Agency

STATEMENT OF WORK
Region 5

Emergency and Rapid Response Services

(ERRS)

TABLE OF CONTENTS

I. INTRODUCTION

A. ACRONYMS

ACP	Area Contingency Plans
ARARs	Applicable or Relevant and Appropriate Requirements
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CO	Contracting Officer

CWA	Clean Water Act
DO	Delivery Order
DWO	Daily Work Order
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESF	Emergency Support Function
FRP	Federal Response Plan
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Office of Safety and Health Administration
OSWER (US EPA)	Office of Solid Waste and Emergency Response
PO	Project Officer
POC	Point-of-Contact
POLREP	Pollution Report
PDD	Presidential Decision Document
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCMS	Removal Cost Management System
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RM	Response Manager
SA	Site Assessment
SARA	Superfund Amendments and Recovery Act
TSDF	Treatment, Storage and Disposal Facility

B. DEFINITIONS

1. Federal On-Scene Coordinator:The EPA official designated to coordinate and direct response under Subpart D of the NCP, and/or any direct removal under Subpart E of the NCP.

2. Remedial Project Manager: The EPA official designated to coordinate, to monitor, or direct remedial or other response actions under Subpart E of the NCP.

3. Ordering Officer: An EPA Contracting Officer or an EPA designated FOSC with delegated procurement authority.

4. Removal Action: A removal action may fall into one of three categories:

a) Emergency removal actions require an immediate response to releases;

b) Time-critical removal actions require a response action within six (6) months;

c) Non-Time critical removal actions require a response actions that can start later than six (6) months after the determination that a response is required.

The specific type of removal action and the required response time shall be determined by the FOSC with consideration to the nature of the release, the contaminants of record, and the threat or potential threat to human health/and or the environment.

5. Response Manager: An employee of the contractor designated to be the point of contact for the EPA FOSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work.

6. Regional Cross-over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the Task Order.

7. Region 5: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin.

8. Normal Response: 24-48 hour response time. The contractor is required to respond within forty-eight (48) hours from receipt of a written or verbal tasking order.

9. Rapid Response: 2-12 hours response time. The contractor is required to respond within two (2) to twelve (12) hours from receipt of a written or verbal tasking order.

C. TITLE

The purpose of this contract is to provide fast responsive environmental cleanup services for hazardous substances/wastes/contaminants/materials and petroleum products/oil for Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin). Environmental cleanup response to natural disasters and terrorist activities may also be required under this contract. A regional "cross-over", a response in another EPA region, may be requested under this contract. It is anticipated that under rare circumstances, with the request of the Country of Canada, an environmental cleanup response into the trans-boundary region may be required.

D. BACKGROUND

Under the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300); Presidential Decision Document (PDD) # 39; the Robert T. Stafford Natural Disaster Act and pursuant to the Federal Response Plan (FRP); and in accordance with any reauthorizations or amendments to any of the above named statutes and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance or waste sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters and to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances and to provide response and removal services in response to incidents involving weapons of mass destruction, acts of terrorism, and nuclear, biological and chemical incidents and Federally Declared Disaster incidents.

E. SCOPE

The Contracting Officer (CO) or his representative, a warranted EPA Federal On-Scene Coordinator (FOSC), or Ordering Officer identified in the contract or subsequent modification(s) to this contract, will issue Task Orders (TO) for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the Ordering Officer does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors.

The contractor shall take any response action, under the direction of the Ordering Officer, consistent with the terms and conditions of the contract, and in accordance with the directions of the TO. TOs may be issued verbally but will be formalized in writing within 10 business days. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

- a release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment
- the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear-biological-chemical incidents
- natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a TO issued by the CO or Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, (through leases, subcontract agreements, or rental agreements, etc) in a timely and cost efficient manner, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions.

II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include emergency response, sampling, monitoring, site stabilization, controlling spilled material, waste treatment, restoration, removal actions, transportation and disposal. This list does not encompass all possible response activities, but is an extensive

sample of types of activities that may be required under this contract. More specific requirements follow this generic list:

- project planning
- containment, countermeasures, emergency and removal response
- decontamination, response mitigation
- transportation and disposal
- restoration and soil stabilization
- analytical support
- demolition
- construction and support facilities
- marine operations
- trans-boundary response
- response times

A. RESPONSE OPERATIONS

The contractor shall provide environmental response cleanup services for removal/treatment of oil, petroleum products, hazardous substances, pollutants or contaminants as specified in TOs issued to the contractor. The contractor shall provide environmental response cleanup services to terrorist, weapons of mass destruction, and nuclear-biological-chemical incidents as specified in TOs.

1. Project Planning

The contractor shall accomplish the following tasks when required by a TO at a minimum:

- conduct an initial on-scene survey to gain sufficient familiarity with the site conditions
- prepare a detailed work plan to accomplish the project in the most effective, efficient and safe manner. This work plan shall, at a minimum, define the types and quantities of cleanup personnel, equipment and materials that will be needed, the proposed project schedule by sub-task, and the estimated cost
- prepare a detailed Health and Safety Plan (HASP) to protect the workers on-site from the hazards with the contaminants and physical threats associated with the emergency or removal actions

2. Containment, Countermeasures, Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment. More specifically, the contractor shall:

- perform multi-media sampling, analysis to determine the source, spread, and disposal options of a release or discharge
- provide hazardous categorization of wastes
- contain the release at its source and prevent further acute migration of the hazardous substance, pollutant or contaminant
- construct slurry or other types of trenches, dikes, underflow dams, or grout curtains
- deploy diversionary barriers such as booms, dams, sorbent pads/materials
- excavate; stage and cover excavated materials
- handle drums including stabilization, over packing, lab-packing, and

remote container opening
- ♦ place pollutants in containers
- ♦ divert streams or waterways
- ♦ keep waterfowl and other water life away from the polluted areas
- ♦ control fluid discharged from storm water, firefighting efforts, containment ponds, or other impoundments
- ♦ provide alternative drinking water; i.e., provide bottled water; design/ install/service/maintain treatment unit(s); design/install/service/maintain well(s); design/install temporary and/or permanent water distribution lines
- ♦ provide temporary relocation of threatened individuals, and their pets and/or livestock: temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided the contractor
- ♦ provide traffic, crowd and navigation control
- ♦ provide security (armed or unarmed guards, fencing, electronic surveillance, etc),
- ♦ execute damage controls or salvage operations
- ♦ drain, shear pipelines
- ♦ provide firefighting expertise; i.e., landfills, tire fires, gas wells
- ♦ plug and abandon oil and gas wells
- ♦ pump out/clean out tanks, barges, and containers
- ♦ repair leaks
- ♦ monitor for airborne, radiological, groundwater contaminants

3. Decontamination, Response Mitigation

The contractor shall perform decontamination, response mitigation to recover the pollutant from the affected media and/or to dispose of contaminated media. More specifically, the contractor shall:

- ♦ physically or chemically decontaminate drums, pipelines, tanks, containers, barges, buildings, equipment, materials, debris, or other objects, and personnel
- ♦ use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation
- ♦ physical and/or chemical treatment of affected water and soil
- ♦ use specialized equipment such as mobile activated carbon systems
- ♦ aerate effected media to selectively release volatile components
- ♦ fixation, solidification or other treatment of the polluted media in place
- ♦ salvage or destroy vessels

The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action. More specifically, the contractor shall:

- ♦ flush contaminants from waterways and marsh areas followed by collection and holding for treatment/disposal
- ♦ skim materials from the water surface
- ♦ wash soils and collect and store recovered materials
- ♦ pump contaminated groundwater and store for treatment/disposal
- ♦ segregate waste chemicals at hazardous waste sites

4. Treatment and Transportation and Disposal Operations

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including media contaminated with such, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level, as per EPA FOSC technical direction and TO requirements. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility (TSDF). Disposal may be on-site or offsite. For this contract, all off-site transportation and disposal must be subcontracted (See Section H of the contract).

More specifically, the contractor shall:

- obtain all necessary on-site permits and comply with applicable and relevant regulations
- obtain all necessary transportation and disposal permits or transportation and off-site treatment or disposal permits
- verify that the selected disposal facility meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides
- provide certified truck scales
- placard Waste Transporters
- develop disposal options consistent with the Agency’s regulations and policies
- prepare draft waste profiles and manifests
- maintain manifest documentation
- oversee subcontractor(s) transportation and disposal of wastes
- maintain computer-based reports of on-site wastes, and of off-site disposal
- bulk wastes, utilize volume reduction techniques
- show initial location(s) and ultimate disposal location(s)

Disposal techniques may include the following:

- controlled or uncontrolled combustion; on-site or off-site incineration
- treatment
- waste stabilization
- land disposal
- demolition
- fixation
- injection
- degradation
- burial
- detonation
- recycling, reclamation, and re-utilization
- other existing or innovative treatment and disposal technologies

5. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of third parties. The contractor shall restore, replace and stabilize buildings, structures, personal or real property or material damaged by contamination or response operations. The contractor shall take actions to restore and stabilize soils and the damaged environment to as near pre-

response conditions as possible, as approved by the EPA FOSC. Specifically, the contractor shall:

- repair buildings
- landscape: reseed, replant, replace soil, regrade, or restock
- remove any structure or equipment that was installed as part of a response action
- repair or restore roadways/driveways/sidewalks
- backfill and grade
- replace property that required disposal

6. Analytical Services

The contractor shall perform on-site and off-site analytical activities to provide chemical and physical analyses or high sample quantity column analyses to include, but not be limited to, pH, flash point, oxidation reduction, inorganic and organic or organic vapor analysis, compatibility testing, priority pollutant scans, and waste profiles. Analysis may include, but not be limited to, sample collection, storage, transportation, analysis and disposal. The analytical activities will be ordered by the EPA FOSC on an "as specified" (typically 4 - 72 Hours) turnaround basis to provide chemical and physical analyses and/or high sample quantity volume analyses. The contractor shall perform on-site and off-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

7. Demolition Services

The contractor shall demolish and/or remove contaminated buildings, structures, tanks, barges, facilities and excavate or remove contamination or contaminated soils or materials around or below the structure as necessary to safely and effectively implement required response activities. The contractor shall provide services for the detonation of explosives and/or other reactive materials.

8. Construction and Support Facilities In Support of Removal Action

The contractor shall construct and provide facilities in support of removal actions. More specifically, the contractor shall:

- construct or install a temporary office, response support building or structures
- construct or install temporary roadways
- provide utilities
- provide sanitary and decontamination facilities
- provide furnishings and equipment for field offices/command posts
- construct observation and monitoring structures

9. Marine Operations

Marine Operations is inclusive of all areas of the SOW, i.e., containment etc. During marine operations the contractor shall display signal lights and conduct his operation in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations (33 CFR, Parts 84-90 and 207) and applicable state and Federal

boating standards.

Should the contractor, during the progress of work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which, in the opinion of the EPA FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

i) The contractor shall give immediate notice, with description and location of such obstructions to the EPA FOSC, and when directed by the EPA FOSC, shall mark or buoy such obstructions until the same are removed.

ii) Should the contractor refuse, neglect, or otherwise fail to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal may be deducted from any money due or that becomes due to the contractor.

iii) The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

If the contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture or hazardous substances shall become the property of the Government. If the substance recovered from cleanup and containment operations, including scrap metals, is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

If the balance of allowable contract costs is less than the credit for recovered substances, the contractor shall reimburse the Government for the difference.

10. Trans-boundary Response

This contract may be used to respond to incidents primarily in the border region of Canada; but only upon request by Canadian governmental officials, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). As this contract requires trans-boundary response capability, coordination with the U.S. Border Patrol, Immigration, Customs, Department of Transportation and other federal, state and local officials, as well as International officials, shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to Canadian laws, including, licensing and insurance requirements, for response

activities performed in Canada.

An actual response into Canada is expected to be a rare occurrence; in fact, instances have not occurred in the last 10 years where it has been necessary to respond.

11. Response Times

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in TOs or as provided on EPA FOSCs.

For normal response actions, the contractor is required to respond within forty-eight (48) hours from receipt of a written or verbal tasking order.

For rapid response actions, the contractor is required to arrive at the site no later than:

(a) two (2) hours of the receipt of a written or verbal tasking for the following Region 5 areas:

St. Louis County, Minnesota, South of Latitude 47
Carlton County, Minnesota
Anoka County, Minnesota
Hennepin County, Minnesota
Ramsey County, Minnesota
Milwaukee County, Wisconsin
Waukesha County, Wisconsin
Lake County, Illinois
Cook County, Illinois
Dupage County, Illinois
Madison County, Illinois
St. Clair County, Illinois
Will County, Illinois
Kane County, Illinois
Porter County, Indiana
Lake County, Indiana
Marion County, Indiana
Saginaw County, Michigan
Bay County, Michigan
Midland County, Michigan
Oakland County, Michigan
Macomb County, Michigan
Wayne County, Michigan
Monroe County, Michigan
Lucas County, Ohio
Cuyahoga County, Ohio
Franklin County, Ohio
Hamilton County, Ohio

(b) twelve (12) hours of the receipt of a written or verbal tasking order for the following Region 5 area: Northwest Minnesota, North of Latitude 47;

(c) eight (8) hours of the receipt of a written or verbal tasking order

for the following Region 5 area: Upper Peninsula of Michigan;

(d) two (2) to twelve (12) hours of the receipt of a written or verbal tasking order for all other areas of Region 5 not specified above.

The minimum requirements for response services in the zone of coverage in the time limits specified is: one (1) Response Manager (RM) and two (2) Cleanup Technicians and equipment as required to accomplish the work under the TO as requested by the Ordering Officer. Typically, for other than emergency removal responses (time critical), the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within 72 hours of notification.

The EPA will issue a TO to a central single point-of-contract (POINT OF CONTACT), designated by the contractor as the representative for the overall administration of TOs. The POINT OF CONTACT shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The POINT OF CONTACT will ensure that all such items are available within the required response time limits.

The EPA FOSCs are authorized and duly delegated to direct and coordinate the execution of the TO for each response action. This includes directing the execution of the TO, through the designated contractor's Project Manager (PM), who is assigned by the contractor's POINT OF CONTACT for the specific removal actions. The PM is the contractor's representative for the site and shall be responsible for the day-to-day decision making processes pertaining to on-site activities, which are approved by the EPA FOSC.

The POINT OF CONTACT for the contractor will also be the primary contact for coordination of contractual activities and programmatic requirements with the PO and the CO. Coordination responsibilities include reporting on work progress, providing cumulative financial data, discussing contract status and resolving programmatic issues.

The contractor shall provide requested emergency services within 48 hours of the receipt of a written or verbal tasking for all Region 5 states, to include, Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. See also Section H clause entitled "RAPID RESPONSE TIMES"

B. OTHER REQUIREMENTS

1. Technical Support of Government Enforcement Proceedings

These technical services may consist of the following:

- provide testimony during enforcement proceedings for a given site for which the contractor provided response services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes
- prepare affidavits, depositions and other documents
- implement contract document control and chain-of-custody procedures
- retain and store all contract site records, including employee related records such as time sheet, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the CO or any representative of the

CO with full access to these records during the ten-year period
- other related activities to support court proceedings
- provide all documents and reports gathered and produced pursuant to response actions to the EPA Records Coordinator

These government enforcement proceedings may be used to obtain an injunction against parties from the continued use of a site, or under an Administrative Order of Consent (AOC) to conduct removal or remedial actions, or a Unilateral Administrative Order (UAO) to conduct removal or remedial actions, or for the recovery of costs incurred by the Government in undertaking removal and early/interim remedial actions.

* NOTE: No legal services shall be performed for the government under this contract without the prior written approval from the EPA Office of General Counsel (OGC).

2. Site-related Documentation

The Contractor shall furnish copies of site-related documents written or developed regarding or pursuant to activities conducted under a TO. The contractor shall not release any site information, written or verbal, without the express written consent of the EPA FOSC. The contractor shall assist the EPA FOSC or Ordering Officer in public meetings, or dealings with impacted citizens and State or local officials as part of normal site operations. The contractor shall, at all times, clearly be identified as a contractor to the US EPA.

The contractor shall utilize the EPA's Removal Cost Management System (RCMS) to track costs on a daily and cumulative basis. RCMS shall be kept updated to reflect actual site occurrences. Comments in RCMS shall state-on the day of occurrence:

- FOSC approval of overtime hours before any overtime hours are worked
- Competitive bid process
- Any agreements between EPA FOSC and RM regarding site operations
- Brief synopsis of work accomplished on that day

NOTE: Any FOSC hand-written comments on a final 1900-55 SHALL be incorporated into the next 1900-55 produced. When the contractor's accounting system does not reflect the 1900-55, the corrections shall be incorporated into RCMS prior to invoicing, in order to maintain the integrity of the government's data. The contractor shall provide sufficient justification for the change to warrant the inclusion of the costs.

III. CONTRACT MANAGEMENT

1. The contractor shall provide and maintain a 24 hour, seven day a week response capability/call center to accept and respond to issued TOs. The EPA FOSC, CO or Ordering Officer will determine the required response times for each TO. The call center shall be capable of obligating contractor resources.

2. The contractor shall provide a network of trained, qualified emergency response and cleanup personnel, equipment, and materials. The contractor shall ensure that trained and qualified Response Managers (RMs)are

provided for response activities and that the RMs are provided adequate resources to perform the response action. Where it is not necessary for a RM to be onsite at all times, an onsite contractor employee shall be designated to act as the EPA FOSC contact person, capable of responding to site requirements and technical direction. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions pursuant to appropriate written or verbal TO issued by the CO or Ordering Officer and technical direction pursuant to such TO as specified in the Daily Work Order (DWO) (s) or daily taskings.

3. The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing task orders and implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region.

4. The contractor shall coordinate with the EPA to arrange planning activities upon issuance of the TO. Planning activities may include attending scoping meetings, preparing project work plans and/or preparing schedules. The EPA FOSC will determine the appropriate planning activity for each TO.

5. The contractor shall manage the documentation of expenditures for a TO by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the RCMS.

   The contractor shall provide personnel fully trained in the use of the RCMS and capable of producing an accurate daily EPA Standard Form 1900-55 from RCMS, which will report daily expenditures on-site. The contractor shall also track costs by task codes. The specific task will be identified by the EPA FOSC/RPM. In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the EPA FOSC upon request. These summaries and projections may be produced through the RCMS system.

   THE CONTRACTOR SHALL INVOICE FROM THEIR OWN ACCOUNTING SYSTEM. At no time will billing from any other system, including RCMS, be acceptable.

6. The contractor shall implement a comprehensive safety program to protect all on-site personnel, including both the prime and subcontractors, in contaminated and uncontaminated areas. This program shall be utilized in the preparation of all contractor's site Health and Safety Plans (HASPs). The EPA may task the contractor to prepare an EPA FOSC/RPM approved HASP which would govern all EPA sponsored site activities and would cover all personnel working on the site to include the personnel of other site contractors and government employees. This HASP is intended to serve as the EPA HASP for the site.

   The EPA will furnish the contractor with software and a user's guide for preparing HASPs utilizing EPA's automated "Health and Safety Planner", EPA Publication 9285-8-01 (1993), or the contractor may prepare the HASP in another format appropriate to site specific conditions, meeting minimum OSHA requirements, and approved by the EPA FOSC.

   The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors who work in contaminated areas. The contractor shall ensure that all other

applicable OSHA regulations, and EPA policies and procedures, including the "Standard Operation Safety Guides", (1988) and the "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities", (1985), for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.

The EPA FOSC shall establish, with full input from all impacted contractors, a minimally acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own

expense; however, at no time shall the contractor adapt, or use, a less stringent standard.

The contractor shall provide to the EPA FOSC a copy of the 40 hour safety certification or their 8 hour refresher certification for each person who will work on the site - prior to any work being conducted.

The contractor shall report significant safety incidents and injuries to the PO by phone within 2 hours of occurrence. Significant incidents shall refer to lost time injuries, incidents likely to be made public or reported in the media; fires or explosions, and other incidents beyond “normal” site operations. All incidents involving more than simple precautionary measures are included.

7. When required on a TO, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The contractor may be tasked to participate in exercises that test functional areas, such as, organizational design (notification, staff mobilization, and response management system) or operation response (discharge control, assessment, containment, recovery, protection and disposal).

Exhibit A

Key Site Personnel and Responsibilities

1. Program Manager (POINT OF CONTACT)

The Program Manager, or POINT OF CONTACT, shall be the "primary" contractor contact with Contracting Officer (CO) and the Project Officer (PO) for the overall management and coordination of the contract. The POINT OF CONTACT shall:

a. Maintain communication and coordination with the CO and PO relative to the management of necessary resources required in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment.

b. Meet with the CO and PO, as requested, to implement necessary administrative contract provisions. There items include, but are not limited to, scheduling, budgetary, cost accounting requirements, and technical issue resolution.

c. Ensure the provision and management of necessary technical and administrative support services and multi-disciplinary professionals, including skilled personnel knowledgeable in transportation and disposal activities, or other discipline directly related to the requirements of the contract.

2. Response Manager

The Response Manager (RM) shall be the "primary" contractor contact with the EPA FOSC and shall be responsible for the management and execution of all assigned response actions. The RM will be responsible for the implementation of the statement of work for the task order and will execute services under the technical direction of the EPA FOSC.

The RM shall be on the scene on a daily basis unless instructed otherwise by the EPA FOSC. In these instances, the contractor shall maintain someone on site at all times with authority to act for the contractor and coordinate subcontract activities. The RM shall:

a. Meet with the EPA FOSC, as requested, upon issuance of a task order to plan and coordinate the response action. In some cases, the EPA FOSC may request that the RM conduct an initial on-scene survey and/or develop a project work plan with a schedule prior to a full scale mobilization.

b. Ensure that appropriate contractor personnel operate equipment properly, provide materials and conduct the required response as presented in the task order and in the approved site work plan. These services shall be provided within the response time requirements for emergencies or within the response time specified by the EPA FOSC for other type of removal or remedial actions.

c. Maintain communication and coordination with EPA FOSC including reporting problems encountered in performing task orders. The RM shall immediately notify the EPA FOSC, and be responsible for taking immediate corrective action, when performance does not conform to contract requirements or to the directions given by the

EPA FOSC for a response action.

d. Be fully trained in the use of the RCMS and capable of producing an accurate daily EPA Standard Form 1900-55 from the RCMS, which will report daily expenditures on-site.

e. On a daily basis, unless otherwise directed by the EPA FOSC, be responsible for and provide the EPA FOSC with a detailed accounting of all costs incurred at a site using the EPA Standard Form 1900-55 from the RCMS. In some cases, the EPA FOSC may request a handwritten daily EPA Standard Form 1900-55. However, the handwritten EPA Standard Form l900-55s must be entered into the RCMS within fourteen (14) calendar days.

f. If requested on the task order, implement a comprehensive site specific HASP to protect all response personnel. Have the ability to serve as site safety officer. Prepare site specific HASP. Modify the HASP when site conditions warrant. Insure that the elements of the HASP are being properly carried out. The HASP shall include the minimum requirements set forth in 29 C.F.R. Part 1910.

g. Develop, implement, and manage a Quality Assurance Project Plan (QAPjP) when any environmental monitoring, sampling or measurement is specified in the TO SOW, or as otherwise directed by the EPA FOSC. The QAPjP shall meet the minimum QA requirements as described in the SOW.

h. Ensure that environmental samples are collected and dispatched to laboratories for analyses. Ensure that waste profile samples are collected and dispatched to prospective off-site treatment or disposal facilities for waste acceptance.

i. Assist the EPA FOSC in completing waste profile forms, shipping manifests, and related documents. The RM shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The RM shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The RM shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

3. Chemist

The Chemist shall provide the following services:

a. Prepare sampling plans for collection of multi-media samples (e.g. air, soil, water,
and waste,). Oversee the implementation of sampling plans. Collect samples.

b. Determine, in consultation with EPA FOSC, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.

c. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from field results.

d. Prepare and/or assist in the preparation of waste disposal profiles.

e. Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flamability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.

f. Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolving of contaminants.

g. Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.

h. Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and analyses.

4. Site Safety Officer

The Site Safety Officer shall provide the following services:

a. Prepare site specific HASP. Modify HASP when site conditions warrant. Ensure that the elements of the HASP are being properly carried out.

b. Establish work zones (exclusion, contamination reduction, support) on site, in accordance with the HASP. Ensure that work zones are physically delineated and maintained throughout the response action. Ensure that personnel and equipment decontamination stations are constructed and maintained in accordance with the HASP.

c. Conduct heat and cold stress monitoring of site personnel. In consultation with the EPA FOSC, adjust duration of hot zone work according to worker stress monitoring results.

d. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from results. Calibrate, maintain, and use air sampling devices such as personnel air samplers, detection tubes, etc.

e. Keep a written log of health and safety and monitoring activities and results; and prepare written technical reports.

f. Conduct health and safety audits of site activities when requested by the EPA FOSC. Hold safety meetings with site workers. Prepare and conduct health and safety training classes.

5. Transportation and Disposal Coordinator(s)

The Transportation and Disposal Coordinator (T&D) shall provide the following services:

a. Correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and provide knowledge of analytical information required for bulking of compatible waste streams.

b. Implement a working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations.

c. Provide a working knowledge of current innovation treatment technologies.

d. Prepare written technical reports covering the transportation and disposal operations.

e. Manage and insure proper execution of multiple simultaneous contracts.

Exhibit B

PERSONNEL QUALIFICATIONS

A. Point-of-Contact (POINT OF CONTACT) Minimum Qualifications

Point-of-Contact shall have the following minimum qualifications and experience:

- M.S. or MBA degree with 6 years or more experience, as described below; or
- B.S. degree with 8 years or more experience, as described below; or
- Fifteen or more years experience, as described below.

Experience Factors: Managerial and/or technical experience in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment. Managerial and/or technical experience in removal or remedial activities, including knowledge of transportation and disposal activities or other discipline directly related to the requirements of this contract. Experience in the management of technical and administrative support services to multi-

disciplinary professionals*. General contract execution skills involving scheduling, resource allocation, performance monitoring, contract administration, budgetary and cost accounting requirements, and issue resolution.

B. Response Manager Qualifications

There are two levels of Response Managers. The selection of the appropriate Response Manager for a particular response action is dependent upon the "difficulty" associated with the response. The more "complex" response actions will require a Level 2 Response Manager. The Level 2 Response Manager shall meet, and exceed , all qualifications for a Level 1 Response Manager. Response Managers shall have the following minimum qualifications and experience corresponding to the following levels:

(a) Level I Response Manager:

1. Four (4) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 4 years must be in a capacity of site project manager, managing and supervising multi-disciplinary response personnel*,

OR

A Bachelors degree in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . One (1) year of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of required experience must be in a capacity of site response manager, managing and supervising multi-disciplinary response personnel*.

In Addition to Item 1 the Level I Response Manager MUST possess the following:

One (1) year as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

2. Working knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.

3. Working knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.

4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and

disposal, data evaluation, and day-to-day summary of site operations.

5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.

8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

(b) Level II Response Manager:

1. Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Two (2) years of the 7 years experience must be in a capacity of site project manager, managing and supervising multi-disciplinary response personnel*,

OR

A Bachelors Degree in a related field such as physical, chemical or biological science, engineering, construction management, or other EPA approved degree from an accredited college or university. Three (3) years of on-scene experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Two (2) years of the 3 years of experience must be in a capacity of site response manager, managing and supervising multi-disciplinary response personnel*.

In Addition to Item 1 the Level II Response Manager MUST possess the following:

Two (2) years as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site.

2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.

3. Working and professional knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on
containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.

4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.

5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.

8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

*** Multi-disciplinary skills are those possessed by a professional such as a site safety officer, chemist, geologist, or engineer and non-professional such as a foreman, equipment operator, lab technician, or laborer.**

C. <u>Chemist Qualifications</u>

1. Bachelor of Science degree, with major in Chemistry, from an accredited college or university and a minimum of two (2) years field experience in oil, petroleum, and hazardous substance cleanup operation.

2. Knowledge of EPA QA/QC data collection protocols for removal activities, including, but not limited to the guidance set forth in the document entitled "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Ability to insure that these protocols are adhered to. Ability to collect data in accordance with these protocols.

3. Comprehensive knowledge of EPA standard methods of analyses of multi-media (solid, liquid, air) waste and environmental samples. Ability to determine appropriate analyses to be performed, including identifying QA/QC limits, to obtain desired results.

4. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites.
Ability to interpret data and evaluate hazards from survey results.

5. Ability to prepare written technical reports and sampling plans.

6. Knowledge of chemical characteristics of oil, petroleum, and hazardous substances and compatibilities. Ability to determine, develop, provide recommendation for, and oversee implementation of waste characterization, bulking, and treatment actions.

D. Site Safety Officer Qualifications

1. ~~A Certified Industrial Hygienist~~ An individual with two years (2) of on-scene experience in oil, petroleum, and hazardous substance response and cleanup actions. One year of the two years required experience must be in a capacity of site safety officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans.

2. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures.

3. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devises such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

4. Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response.

5. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances.

6. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions.

7. Ability to prepare written technical reports and HASPs.

E. Other On-Scene Personnel Minimum Qualifications

All other personnel shall demonstrate experience in performing routine duties typical to oil, petroleum, or hazardous waste site operations. All personnel shall meet minimum OSHA training, medical monitoring, and

health and safety requirements for hazardous waste site workers, unless otherwise noted. Where applicable, personnel must be qualified to operate heavy equipment, standard cleanup equipment such as air compressors, pumps, generators, etc., have a working knowledge of standard hazardous material hANDLING safety procedures and personnel safety equipment, and operate testing, sampling, and/or survey equipment. Must demonstrate abilities to trouble-shoot malfunctioning equipment and make simple repairs.

T&D COORDINATOR A Bachelor of Science degree in Chemistry or Chemical Engineering, from an accredited college or university. A minimum of three (3) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Ability to correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and knowledge of analytical information required for bulking of compatible waste streams. Working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations. Working knowledge of current innovative treatment technologies. Ability to prepare written technical reports covering the transportation and disposal operations. Ability to manage and insure proper execution of multiple simultaneous contracts.

ENGINEER Bachelor of Science degree in Civil, Chemical, Environmental, Sanitary, or other EPA approved discipline, from an accredited college or university. Applies chemical or civil engineering principles to solve hazardous waste response problems. Develops sampling plans to determine extent of cleanup required. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and costs.

FOREMAN Three years on-scene experience in oil, petroleum, and hazardous substance cleanup response. On larger sites, provides coordination assistance to the PM. Directs and oversees response activities of the cleanup crew at the direction of the PM. May coordinate all activities on a response where a PM is not needed. Must have skills in directing both general labor and on-site personnel, and trained for work using all levels of personal protective equipment.

CLEANUP TECHNICIAN Performs labor related to sampling and cleanup of hazardous wastes. Applies non-technical skills in Handling hazardous substances. Trained for work using all levels of personal protective equipment. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, uniloaders, air blowers, etc.

LABORER Performs general duties outside of the “hot zone”. Is not required to have full safety training.

EQUIPMENT OPERATOR Meets OSHA/DOT minimum training requirements to operate heavy equipment as, but not limited to, backhoes, excavators, dozers, and loaders. Trained for

	work in all levels of personal protective equipment. Minimum of one (1) year experience operating heavy equipment.
TRUCK DRIVER	Must have all the applicable state and Federal Department of Transportation motor vehicle operator's licenses. Operates trucks used to transport temporary structures, equipment, materials, and supplies, as well as oil, petroleum, hazardous substances and hazardous wastes waste onto and off of a response site.
EXPLOSIVE SPECIALIST	Seven (7) years experience in identification, hANDLING, transport and disposal of explosive devices, explosives, and highly reactive chemicals from removal sites. Specially trained and experienced in explosives hANDLING. Must meet minimum criteria for State licensing requirements for explosives hANDLING, in the eight states of the region, where applicable.
FIELD COST ADMINISTRATOR	Performs general clerical duties, such as maintaining site filing, data entry, and cost tracking. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the RCMS computer software. Prepares contractor daily cost reports and coordinates the acquisition of and picks up and delivers to the site materials and supplies. Assists with on-site procurement and subcontracting issues. Assists in the packaging and dispatch of samples.
LAB TECHNICIAN	Assists the chemist in the sampling and analysis of soil, air, water and other solids and liquids to determine the concentrations of hazardous substances present at a response site. Performs air monitoring activities. Assists the site safety officer in safety monitoring actions.
GEOLOGIST	Bachelor of Science degree in geological sciences, or other EPA approved discipline from an accredited college or university. Applies field geology and/or hydro-geology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination. Prepares sampling plans and written technical reports.

Experience/Qualifications Substitutes:

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years or a minimum of eight (8) years of experience in the proposed field of expertise will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on two-for-one basis.